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8 **BEFORE THE**
9 **BOARD OF REGISTERED NURSING**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

Case No. **2011-1007**

12 **DOLORES MOLINA**
13 **2504 Country Lane**
McHenry, IL 60051
14 **Registered Nurse License No. 749730**

A C C U S A T I O N

15 Respondent.

16 Complainant alleges:

17 **PARTIES**

18 1. Louise R. Bailey, M.Ed., RN ("Complainant") brings this Accusation solely in her
19 official capacity as the Executive Officer of the Board of Registered Nursing ("Board"),
20 Department of Consumer Affairs.

21 2. On or about April 28, 2009, the Board issued Registered Nurse License Number
22 749730 to Dolores Molina ("Respondent"). Respondent's registered nurse license expired on
23 November 30, 2010.

24 **STATUTORY PROVISIONS**

25 3. Business and Professions Code ("Code") section 2750 provides, in pertinent part, that
26 the Board may discipline any licensee, including a licensee holding a temporary or an inactive
27 license, for any reason provided in Article 3 (commencing with section 2750) of the Nursing
28 Practice Act.

1 4. Code section 2764 provides, in pertinent part, that the expiration of a license shall not
2 deprive the Board of jurisdiction to proceed with a disciplinary proceeding against the licensee or
3 to render a decision imposing discipline on the license. Under Code section 2811, subdivision
4 (b), the Board may renew an expired license at any time within eight years after the expiration.

5 5. Code section 2761 states, in pertinent part:

6 The board may take disciplinary action against a certified or licensed
7 nurse or deny an application for a certificate or license for any of the following:

8 (a) Unprofessional conduct, which includes, but is not limited to, the
9 following:

10

11 (4) Denial of licensure, revocation, suspension, restriction, or any other
12 disciplinary action against a health care professional license or certificate by another
13 state or territory of the United States, by any other government agency, or by another
14 California health care professional licensing board. A certified copy of the decision
15 or judgment shall be conclusive evidence of that action ...

13 **COST RECOVERY**

14 6. Code section 125.3 provides, in pertinent part, that the Board may request the
15 administrative law judge to direct a licensee found to have committed a violation or violations of
16 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
17 enforcement of the case.

18 **CAUSE FOR DISCIPLINE**

19 **(Disciplinary Actions by the Nevada State Board of Nursing)**

20 7. Respondent is subject to disciplinary action pursuant to Code section 2761,
21 subdivision (a)(4), on the grounds of unprofessional conduct, in that she was disciplined by the
22 Nevada State Board of Nursing ("Nevada Board"), as follows:

23 a. On or about January 20, 2005, pursuant to the Agreement for Reprimand in the
24 disciplinary proceeding titled *In the Matter of Dolores Molina Licensed Professional Nurse,*
25 *Nevada License No. RN29612, Case No. 0809-04C,* the Nevada Board ordered that Respondent
26 be publicly reprimanded and that Respondent take and successfully complete a course in legal
27 ethics, a course in critical thinking, the Nevada Nurse Practice Act CE course, and an Advanced
28 Cardiac Life support course as a condition of licensure. Respondent admitted that on or about

1 August 3, 2004, she submitted altered Basic Life Support and Advanced Cardiac Life Support
2 cards to a nursing staffing agency as proof of her eligibility to work in client hospitals, in
3 violation of Nevada Revised Statutes 632.320 (7) (unprofessional conduct) and Nevada
4 Administrative Code 632.890 (3) (assuming duties and responsibilities within the practice of
5 nursing without adequate training) and (27) (failing to perform nursing functions in a manner
6 consistent with established or customary standards). A true and correct copy of the Agreement
7 for Reprimand is attached as exhibit A and incorporated herein.

8 b. On or about January 15, 2010, pursuant to the Agreement for Probation in the
9 disciplinary proceeding titled *In the Matter of Dolores Molina*, etc., Case No. 0919-09C,
10 Respondent's license to practice professional nursing in the State of Nevada was placed on
11 probation for a minimum of two (2) years on certain terms and conditions. Respondent admitted
12 that on or about August 4, 2009, while employed as a registered nurse and caring for a patient in a
13 home setting, she left the patient alone in the swimming pool after being instructed that the
14 patient was not to be left unattended, in violation of Nevada Revised Statutes 632.320 (7)
15 (unprofessional conduct) and Nevada Administrative Code 632.890 (22) (patient abandonment)
16 and (27) (customary standards). A true and correct copy of the Agreement for Probation is
17 attached as exhibit B and incorporated herein.

18 **PRAYER**

19 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
20 and that following the hearing, the Board of Registered Nursing issue a decision:

21 1. Revoking or suspending Registered Nurse License Number 749730, issued to Dolores
22 Molina;

23 2. Ordering Dolores Molina to pay the Board of Registered Nursing the reasonable costs
24 of the investigation and enforcement of this case, pursuant to Business and Professions Code
25 section 125.3;

26 ///

27 ///

28 ///

3. Taking such other and further action as deemed necessary and proper.

DATED:

June 28, 2011

for

[Signature]

LOUISE R. BAILEY, M.ED., RN

Executive Officer

Board of Registered Nursing

Department of Consumer Affairs

State of California

Complainant

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EXHIBIT A
Agreement for Reprimand

BEFORE THE NEVADA STATE BOARD OF NURSING

IN THE MATTER OF

DOLORES MOLINA

LICENSED PROFESSIONAL NURSE

NEVADA LICENSE NO. RN29612

RESPONDENT

AGREEMENT FOR REPRIMAND

CASE NO. 0809-04C

This Agreement is hereby entered into between DOLORES MOLINA, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney at her own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of her choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that on or about August 3, 2004, she submitted altered Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) cards to a nursing staffing agency as poof of her eligibility to work in client hospitals. Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7) unprofessional conduct, and Nevada Administrative Code 632.890 (3) assuming duties and responsibilities within the practice of nursing without adequate training and (27) failing to perform nursing functions in a manner consistent with established or customary standards. Respondent further acknowledges that such acts and admissions subject her to disciplinary action by the Board.

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BOARD OF NURSING

1 3. Respondent is aware of the Respondent's rights, including the right to a hearing
2 on any charges and allegations, the right to an attorney at her own expense, the right to examine
3 witnesses who would testify against her, the right to present evidence in her favor and call
4 witnesses on her behalf, or to testify herself, the right to contest the charges and allegations, the
5 right to reconsideration, appeal or any other type of formal judicial review of this matter, and any
6 other rights which may be accorded to her pursuant to the Nevada Administrative Procedures Act
7 and the provisions of Chapter 632 of the Nevada Revised Statutes and the Nevada
8 Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of this
9 Agreement by the Board.

10 4. Respondent understands that the Board is free to accept or reject this Agreement,
11 and if rejected by the Board, a disciplinary proceeding may be commenced.

12 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
13 and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
14 any of its members, from further participation, consideration, adjudication or resolution of these
15 proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

16 6. This Agreement shall only become effective when both parties have duly
17 executed it and unless so executed, this Agreement will not be construed as an admission.

18 7. This Agreement shall not be construed as excluding or reducing any criminal or
19 civil penalties or sanction or other remedies that may be applicable under federal, state or local
20 laws.

21 8. This Agreement shall cover any nursing license and/or certificate issued by the
22 State of Nevada.

23 9. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
24 Board may issue the following decision and order:

25 **DECISION AND ORDER**

26 Based on the foregoing, and good cause appearing therefore, it is hereby ordered that:

27 1. Respondent be publicly reprimanded.

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BOARD OF NURSING

1 2. As a condition of licensure, Respondent shall take and successfully
2 complete: 1) a legal ethics course and 2) a critical thinking course. Each course shall be for a
3 minimum of thirty (30) contact hours in a program of continuing education, which has been pre-
4 approved by the Executive Director, or the Associate Director for Practice. As a condition of
5 licensure, Respondent shall take and successfully complete the Nevada Nurse Practice Act CE
6 Course. Respondent shall submit documentation of successful completion of the legal ethics
7 course, the critical thinking course, and the Nevada Nurse Practice Act CE Course to the Board
8 within twelve (12) months of acceptance of this Agreement.

9 3. As a condition of licensure, Respondent shall take and successfully complete an
10 Advanced Cardiac Life Support course, and submit documentation of completion to the Board
11 within six (6) months of acceptance of this Agreement. Respondent may not be employed in any
12 setting that requires Advanced Cardiac Life Support training until she successfully completes the
13 course.

14 This Agreement will become part of the Respondent's permanent record, will become
15 public information, will be published with the list of disciplinary actions the Board has taken,
16 and may be reported to any national repository which records disciplinary action taken against
17 licensees or holders of certificates; or any agency or another state which regulates the practice of
18 nursing. The Agreement may be used in any subsequent hearings by the Board.

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BOARD OF NURSING

1 In the event other misconduct is reported to the Board, this Agreement may be used as
2 evidence against the Respondent to establish a pattern of behavior and for the purpose of proving
3 additional acts of misconduct.

4
5 Dated this 3rd day of November 2004

Dolores Molina
RESPONDENT
DOLORES MOLINA

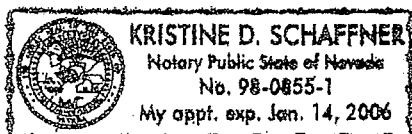
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9 Dated this 3rd day of November 2004

William S. Skupa
William S. Skupa, Esq.

11
12
13 State of Nevada

14 County of Clark

15 This instrument was acknowledged before me on December 3, 2004, by Dolores
16 Molina and William S. Skupa.



Kristine D. Schaffner
Notary Public

22 Accepted and approved this 20 day of January, 2004 2008

23 NEVADA STATE BOARD OF NURSING

24
25 By: Patricia Shutt
26 Patricia Shutt, LPN
27 Board President
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EXHIBIT B
Agreement for Probation

ORIGINAL

BEFORE THE NEVADA STATE BOARD OF NURSING

IN THE MATTER OF

DOLORES MOLINA

LICENSED PROFESSIONAL NURSE

NEVADA LICENSE NO. RN29612

RESPONDENT

AGREEMENT FOR
PROBATION

CASE NO. 0919-09C

This Agreement is hereby entered into between DOLORES MOLINA, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney at her own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of her choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that on or about January 19, 2005, the Board accepted an Agreement for Reprimand from Ms. Molina for submitting altered Basic Life Support and Advanced Cardiac Life Support cards to a nursing agency as proof of her eligibility to work in client hospitals. Respondent further acknowledges that on or about August 4, 2009, while employed as a Registered Nurse and caring for a patient in a home setting, she left the patient alone in the swimming pool after being instructed the patient is not to be left unattended. Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7) unprofessional conduct, and Nevada Administrative Code 632.890 (22) patient abandonment and (27) customary standards. Respondent further acknowledges that such acts and admissions subject her to disciplinary action by the Board.

1 3. Respondent is aware of the Respondent's rights, including the right to a hearing
2 on any charges and allegations, the right to an attorney at her own expense, the right to examine
3 witnesses who would testify against her, the right to present evidence in her favor and call
4 witnesses on her behalf, or to testify herself, the right to contest the charges and allegations, the
5 right to reconsideration, appeal or any other type of formal judicial review of this matter, and any
6 other rights which may be accorded to him pursuant to the Nevada Administrative Procedures
7 Act and the provisions of Chapter 632 of the Nevada Revised Statutes and the Nevada
8 Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of
9 this Agreement by the Board.

10 4. Respondent understands that the Board is free to accept or reject this Agreement,
11 and if rejected by the Board, a disciplinary proceeding may be commenced.

12 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
13 and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
14 any of its members, from further participation, consideration, adjudication or resolution of these
15 proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

16 6. If, after notice and hearing, Respondent is found to have violated the terms or
17 conditions of probation, the Board may revoke probation and/or take further disciplinary action
18 including revocation of Respondent's License. The Board shall have continuing jurisdiction over
19 any petition to revoke probation filed against Respondent until such matter is final.

20 7. This Agreement shall only become effective when both parties have duly
21 executed it and unless so executed, this Agreement will not be construed as an admission.

22 8. This Agreement shall not be construed as excluding or reducing any criminal or
23 civil penalties or sanction or other remedies that may be applicable under federal, state or local
24 laws.

25 9. This Agreement shall cover any nursing license and/or certificate issued by the
26 State of Nevada.

27 10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
28 Board may issue the following decision and order:

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1 6. WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF

2 The Board shall approve all employment sites (changes in specialty and/or work site or unit,
3 including changes within the same facility or under the same employer) requiring a nursing
4 license/certificate prior to commencement of work. Respondent shall work only day or
5 evening shift. Evening shift is defined as a shift that ends prior to midnight. Respondent may
6 not work for a nursing registry, work in home health, for a traveling agency, or any other
7 temporary employing agencies, float pool, or position that requires on-call status. Approval is
8 given through the Executive Director, or the Compliance Coordinator.

9 7. WRITTEN NOTIFICATION OF TERMINATION OF EMPLOYMENT TO
10 BOARD

11 Respondent is required to notify the Board in writing within seventy-two (72) hours after
12 commencement or termination of any nursing employment. Any notification regarding
13 termination shall contain a full explanation of the circumstances surrounding it.

14 8. DIRECTION BY A REGISTERED NURSE

15 Respondent shall be employed in a setting in which direction is provided by a Registered Nurse
16 unless otherwise approved by the Compliance Coordinator or the Executive Director. Direction
17 shall mean: the intermittent observation, guidance and evaluation of the nursing practice by a
18 licensed professional nurse who may only occasionally be physically present; the degree of
19 direction needed shall be determined by an evaluation of the patient care situation, and the
20 demonstrated proficiency of the Respondent.

21 9. RESTRICTION FROM FUNCTIONING IN A SUPERVISORY ROLE

22 Respondent may not function as a supervisor, including as a head nurse or charge nurse for a
23 minimum of one (1) year and unless approved by the Compliance Coordinator and/or the
24 Disability Advisory Committee.

25 10. LIMITATION ON HOURS WORKED

26 Respondent may not function as a supervisor, including as a head nurse or charge nurse for a
27 minimum of one (1) year and unless approved by the Compliance Coordinator and/or the
28 Disability Advisory Committee.

1° 11. SUBMISSION OF AGREEMENT TO IMMEDIATE SUPERVISOR

2 Respondent shall provide a complete copy of this Agreement to her employer and immediate
3 supervisor prior to commencement of work.

4 12. INITIAL SUPERVISOR REPORTS (DUE PRIOR TO BEGINNING
5 EMPLOYMENT)

6 Respondent shall cause her nursing supervisor (the person who is directly responsible for
7 everyday nursing functions) to submit a written report prior to the commencement of
8 employment. A form is provided for this report. A report shall be submitted by each additional
9 or subsequent supervisor during the entire probationary period and shall be due prior to the
10 commencement of employment.

11 13. SUPERVISOR REPORTS

12 Respondent shall cause her nursing supervisor (the person who is directly responsible for
13 everyday nursing functions) to submit monthly reports to the Board addressing work attendance,
14 reliability, ability to carry out assigned nursing functions, ability to handle stress (change in
15 behavior patterns), and any other information the employer or supervisor feels would assist the
16 Board in its ultimate review of Respondent's case. The supervisor shall include notification of
17 any infractions of laws that come to his attention, and any other relevant information.

18 14. SELF REPORTS

19 Respondent shall submit written reports, whether working or not, on her progress, her ability to
20 handle stress, her mental and physical health, her current job duties and responsibilities, her
21 ability to practice nursing safely, and any changes in her plan for meeting the stipulations of this
22 Agreement.

23 15. REPORT DUE DATES

24 Respondent shall cause all reports to be in writing and submitted directly to the Board on a
25 quarterly basis **whether working or not** unless otherwise specified. These reports shall begin
26 one (1) month subsequent to the execution of this Agreement and are due no later than the last
27 day of the month. It is the obligation of the Respondent to ensure that all written reports are on
28 time. The failure to submit the reports on time may be considered a violation of this Agreement.

1 Changes in the frequency of reporting may be approved by the Executive Director or the
2 Compliance Coordinator and/or the Disability Advisory Committee.

3 16. ATTENDANCE AT ORIENTATION MANDATORY

4 Respondent shall attend an orientation meeting to facilitate understanding and accountability of
5 the terms and conditions of this Agreement/Order as scheduled by the Compliance Coordinator.
6 Failure to attend this orientation will be considered a violation of this Agreement/Order.

7 17. REQUIREMENT TO MEET WITH THE BOARD OR STAFF UPON
8 REQUEST

9 Respondent shall meet with the Board or its representatives upon request and shall cooperate
10 with representatives of the Board in their supervision and investigation of Respondent's
11 compliance with the terms and conditions of this Agreement.

12 18. FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE
13 MONTHLY)

14 Respondent shall be financially responsible for all requirements of this Agreement, including any
15 financial assessments by the Board for the cost of monitoring his compliance with this
16 Agreement. Respondent may be assessed a late fee for monitoring fees that are received more
17 than ten (10) calendar days after the due date.

18 19. REQUIRED NOTIFICATION OF OTHER STATES OF LICENSURE
19 AND/OR CERTIFICATION

20 Respondent shall, upon execution of this Agreement, provide a copy of this Agreement to any
21 other state Board of Nursing in whose jurisdiction she has been issued a nursing
22 license/certificate (current or not). Respondent shall also provide a copy of this Agreement to
23 any other regulatory agency in whose jurisdiction she has applied or will apply for a nursing
24 license/certificate.

25 20. VIOLATIONS TO BE REPORTED TO BOARD WITHIN SEVENTY-TWO
26 (72) HOURS

27 Respondent shall practice in accordance with the Nurse Practice Act and Board established
28 Standards of Practice. Respondent shall obey all federal, state and local laws, employer policy or

1 contracts, and orders of the Board, pertaining to the practice of nursing in this state. Any and all
2 violations shall be reported by the Respondent to the Board in writing within seventy-two (72)
3 hours. It is the Respondent's responsibility to resolve with the Executive Director, or the
4 Compliance Coordinator any confusion regarding what laws pertain to nursing.

5 21. CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING
6 VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER
7 LICENSE AND/OR CERTIFICATE

8 Respondent acknowledges that if she should violates one or more of the terms of restricted
9 licensure/certification, the Board may revoke, or invoke other appropriate discipline against his
10 license/certificate to practice nursing, subject only to the requirement that the Board shall, prior
11 to such disciplinary action, conduct a hearing in accordance with the Nevada Nurse Practice Act
12 for the limited purpose of establishing that there has, in fact, been a violation of the stipulations
13 of this Agreement. In the event that a violation of the stipulations is alleged, Respondent agrees
14 to surrender her license/certificate to the Executive Director, or the Compliance Coordinator, if
15 they so request, and refrain from practicing nursing until entry of a final order of the Board or a
16 court of competent jurisdiction, whichever last occurs, regarding a potential violation.

17 22. REPORTING TO NATIONAL DISCIPLINARY DATA BANKS

18 This Agreement will become part of the Respondent's permanent record, will become public
19 information, will be published with the list of disciplinary actions the Board has taken, and may
20 be reported to any national repository which records disciplinary action taken against licensees
21 or holders of certificates; or any agency or another state which regulates the practice of nursing.
22 The Agreement may be used in any subsequent hearings by the Board.

23 23. TERMINATION OF PROBATION

24 Upon completion of the stipulations of this Agreement, Respondent shall apply for termination
25 of probation and issuance of unrestricted licensure/certification on forms supplied by the Board.
26 Respondent shall meet with the Compliance Coordinator and/or the Disability Advisory
27 Committee for evaluation of compliance and recommendation for termination of probation. The
28 probation shall continue until terminated by the Board.

1 NEVADA STATE BOARD OF NURSING retains jurisdiction in this case until all
2 conditions have been met to the satisfaction of the Board.

3
4 Dated this 12 day of December, 2009

Dolores Molina RN.
RESPONDENT
DOLORES MOLINA

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8 Dated this 13th day of December, 2009

Tracy Singh, Esq.
Tracy Singh, Esq.

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11 Accepted and approved this 15 day of Jan, 2010

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13 NEVADA STATE BOARD OF NURSING

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16 By:

Doreen K. Begley
Doreen Begley, MS, RN
Board President